

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOHN DOE,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 24-cv-8775

Judge Jorge L. Alonso

Magistrate Judge Sheila M. Finnegan

PRELIMINARY INJUNCTION ORDER

Plaintiff Luxury Brands, LLC, (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion in part as follows.

This Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered September 25, 2024, Docket No. 24 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer

shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered FHI Heat trademark (Registration No. 3,731,453) and UNBRUSH trademark (Registration No. 5,565,293) (the "Plaintiff Trademarks") to residents of Illinois using e-commerce listings which infringe Plaintiff's copyrighted marketing materials (the "Copyrighted Material"). In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Plaintiff Trademarks. *See* Docket No. 12-4 through 12-34, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit/infringing goods to customers in Illinois bearing infringing and/or counterfeit versions of the Plaintiff Trademarks and/or using infringing copies of the Copyrighted Material to do so.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for Entry of a TRO establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the Plaintiff Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to

use any of the Plaintiff Trademarks, and (3) Defendants' use of the Plaintiff Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff.

Further, Plaintiff has proved a *prima facie* case of copyright infringement because (1) Plaintiff owns valid copyrights in the Copyrighted Material, (2) the products sold by the Defendants are advertised with the same or substantially similar marketing materials as Plaintiff's Copyrighted Material, and (3) Defendants have had access to Plaintiff's Copyrighted Material.

Furthermore, Defendants' continued and unauthorized use of the Plaintiff Trademarks and/or Copyrighted Material irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Plaintiff Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. reproducing, publicly displaying, distributing, or otherwise further infringing Plaintiff's copyrights in the Copyrighted Material; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Plaintiff Trademarks, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur

first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

4. Upon Plaintiff's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Alibaba Group Holding Ltd., Ant Group Co. Ltd., and AliExpress E-Commerce One Pte. Ltd. (individually and collectively "Alibaba"), Amazon.com, Inc. and Amazon Payments, Inc. (individually and collectively ("Amazon")), ContextLogic Inc. d/b/a "Wish.com" ("Wish"), Dunhuang Group ("DHgate"), eBay, Inc. ("eBay"), LL Pay U.S., LLC d/b/a "LianLian Global," LianLian Bao (Hangzhou) Information Technology Co., Ltd., and Lianlian Yintong Electronic Payment Co., Ltd. (individually and collectively "LianLian"), Payoneer Global Inc. ("Payoneer"), PayPal, Inc. ("PayPal"), Shopify, Inc. ("Shopify"), Stripe, Inc. ("Stripe"), Walmart, Inc. ("Walmart"), and Whaleco Inc. d/b/a "Temu.com" ("Temu"), or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA) (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;

- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, any Third Party Providers, including online marketplace platforms such as Alibaba, Amazon, DHgate, eBay, LianLian, Payoneer, PayPal, Shopify, Stripe, Temu, Walmart, and Wish.
5. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with (i) the sale of counterfeit and/or infringing goods using the Plaintiff Trademarks; and (ii) the reproduction, public display, distribution, or other use of Plaintiff's Copyrighted Material.
6. Any Third Party Providers, including Alibaba, Amazon, DHgate, eBay, LianLian, Payoneer, PayPal, Shopify, Stripe, Temu, Walmart, and Wish, shall, within seven (7) calendar days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in

Schedule A hereto, and any e-mail addresses provided for Defendants by third parties; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
7. Plaintiff may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "Guangzhou Hair I Need Trading Co., Ltd. and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. 10. Exhibits 1 and 2 to Plaintiff's redacted Complaint (Docket Nos. 2 and 3), Plaintiff's unredacted Complaint and Exhibits 1-3 thereto (Docket Nos. 5 through 5-3), Schedule A to the redacted and unredacted Complaint (Docket Nos. 4 and 5-4), Plaintiff's unredacted Memorandum in support of its Motion (Docket No. 11), the Declaration of Jason Dodo (Docket No. 12), and Exhibits 1 through 4 thereto (Docket Nos. 12-1 through 12-34), Plaintiff's Notice of Trademark Claim (Docket No. 7), and the TRO (Docket No. 24) are unsealed.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
10. The \$261,000 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in dark ink, consisting of a large, stylized 'J' followed by a smaller 'A' and a period, all enclosed within a large, loopy oval.

Jorge L. Alonso
United States District Judge

Dated: October 29, 2024

Schedule A

Doe #	Market-place	Defendant Name	Merchant ID	Product ID	TM Used	Copyright Used
17	Aliexpress	Alice Dream	1101215689	3256806407255080	3731453	
17	Aliexpress	Alice Dream	1101215689	3256806536709396		VA0002379354, VA0002379262
18	Aliexpress	Shop5633137 Store	1101377357	3256806229977771		VA0002379262
19	Aliexpress	SunFay Warm Store	1101747766	3256807153384837	5565293	
20	Aliexpress	Makeup Wonderland Store	1101748569	3256807142504612	5565293	
21	Aliexpress	QUEEON Makeup Store	1101755606	3256807142559849	5565293	
22	Aliexpress	Healthy feet Tools Store	1101758404	3256807142384951	5565293	
23	Aliexpress	WanMei Beauty Store	1101793366	3256805890038243	5565293	
24	Aliexpress	Tianyi makeup Store	1101804645	3256806511771030	3731453	
25	Aliexpress	Huawei Choice2 Store	1102417010	3256806046081575	5565293	VA0002403011
26	Aliexpress	Fashion Beauty Makeup Store	1102664398	3256806669879596	5565293	
27	Aliexpress	Confident Beautiful Rich Girls Store	1102673164	3256806769702009	5565293	
28	Aliexpress	BEST Dropshipping Store	1102823140	3256807109922018	5565293	VA0002403011, VA0002379262
28	Aliexpress	BEST Dropshipping Store	1102823140	3256807111580673	5565293	VA0002379354, VA0002403011, VA0002379262
28	Aliexpress	BEST Dropshipping Store	1102823140	3256807111603613	5565293	VA0002379354, VA0002403011, VA0002379262
29	Aliexpress	MeiLaMei Beauty Store	1102913078	3256806211004458	5565293	
29	Aliexpress	MeiLaMei Beauty Store	1102913078	3256806557899809	5565293	
30	Aliexpress	Kalman Cosmetics Strong Supplier Store	1102922359	3256806614462815		VA0002379354, VA0002379262
31	Aliexpress	Lucky Coming Store	1103044079	3256806917250341	5565293	VA0002379354
32	Aliexpress	Luckin Come Store	1103107310	3256806916922883	5565293	VA0002379354
33	Aliexpress	YiGetRich0 Store	1103269543	3256806903743742	5565293	VA0002379354
34	Aliexpress	Shop1103276603 Store	1103276604	3256806679961344	5565293	VA0002379354
35	Aliexpress	Fashion Beauty Makeup Store	1103284005	3256806674627372	5565293	
36	Aliexpress	WODEC Home And Tools Supermarket Store	1103307551	3256806983974103	5565293	
37	Aliexpress	Omsblkin Beauty And Skin Care Store	1103379361	3256806292981273	5565293	VA0002379262
37	Aliexpress	Omsblkin Beauty And Skin Care Store	1103379361	3256806478604957	5565293	VA0002379354
38	Aliexpress	Shop1103438302 Store	1103437338	3256807150528868	5565293	VA0002403011, VA0002379262
39	Aliexpress	Shop1103539126 Store	1103539127	3256807096673183	5565293, 3731453	VA0002379354, VA0002403011, VA0002379262
39	Aliexpress	Shop1103539126 Store	1103539127	3256807096992570	5565293	VA0002379354, VA0002403011, VA0002379262
40	Aliexpress	MAGIC PANDA Store	1103597815	3256806903744781	5565293	VA0002379354
41	Aliexpress	Fuyuan Beauty Store	1103599816	3256806621364744	5565293	VA0002379354
42	Aliexpress	Shop1103596835 Store	1103599819	3256806709058843	5565293	VA0002379354
43	Aliexpress	Shop1103702087 Store	1103690330	3256807109886665	5565293, 3731453	VA0002379354, VA0002403011, VA0002379262
43	Aliexpress	Shop1103702087 Store	1103690330	3256807116024676	5565293, 3731453	VA0002379354, VA0002379262

43	Aliexpress	Shop1103702087 Store	1103690330	3256807130525680	5565293, 3731453	VA0002379354, VA0002403011, VA0002379262
44	Aliexpress	Shop1103698168 Store	1103692352	3256807130595626	5565293, 3731453	VA0002379354, VA0002379262
45	Aliexpress	ZGD Store	1103712508	3256806728992680	5565293	VA0002379354, VA0002403011, VA0002379262
46	Aliexpress	LA ROCHE-PSAY Dropshipping Store	1103877416	3256807056754979	5565293	VA0002379354, VA0002403011, VA0002379262
46	Aliexpress	LA ROCHE-PSAY Dropshipping Store	1103877416	3256807057059483	5565293	VA0002379354, VA0002403011, VA0002379262
46	Aliexpress	LA ROCHE-PSAY Dropshipping Store	1103877416	3256807057122421	5565293	VA0002379354, VA0002403011, VA0002379262
47	Aliexpress	Shop1103530971 Store	1103535916	3256807086332971	5565293, 3731453	VA0002379354, VA0002403011, VA0002379262
48	Aliexpress	Shop1103692353 Store	1103692354	3256807130613844	5565293, 3731453	VA0002379354, VA0002403011, VA0002379262